

provide assistance with or to CETAC Research and Development, Technical Support or product and services relating to Laser Ablation.

3. Effective as of 4:30 p.m. Central Standard Time on November 15, 2011, and until January 1, 2012, CETAC shall furthermore not allow Dr. Green to have contact of any nature or manner with the 22 companies set forth on a list provided via e-mail to CETAC's counsel Mary L. Hewitt, Esq. and Erin R. Robak, Esq., by Plaintiff's counsel Marc A. Al, Esq., on Tuesday, November 15, 2011, at 1:52 p.m. Central Standard Time (the "List"). This Injunction bars both direct and indirect contact by or through Dr. Green with the companies set forth on the List, including contact through their employees, agents, distributors, representatives, joint venturers, partners, parents, affiliates, subsidiaries, collaborators, or otherwise.
4. The List has been provided to Dr. Green by Ms. Hewitt, as agreed with Plaintiffs, but the List shall not (in written, oral, verbal or non-verbal form or otherwise) be reviewed, obtained, copied, or stored by CETAC or any of its other officers, employees, agents, distributors, representatives, joint venturers, partners, parents, affiliates, subsidiaries, or collaborators.
5. CETAC and its officer, employees, and agents have not and shall not review Plaintiffs' trade secrets, seek or accept disclosure of Plaintiffs' trade secrets in any form or fashion from Dr. Green, or allow the use of Plaintiffs' trade secrets in or for CETAC's business operations, including, but not limited to, CETAC's research and development, CETAC's sales, and CETAC's services, and the ongoing protection rights of the Plaintiffs to their trade secrets shall expressly survive the dismissal of Plaintiffs' Complaint and the termination of this Order.

6. CETAC denies the allegations in the Complaint, expressly denies that there has been any disclosure of ESI trade secrets by Dr. Green to CETAC and expressly denies that its employment of Dr. Green violates any non-compete agreement of ESI. In light of the stipulated nature of this Order and its entry as part of settlement of this litigation, it is expressly acknowledged by the parties and this Court that the entry of this Order shall not constitute a concession or admission of any fact or allegation set forth in the Complaint in this action or in Plaintiffs' Motion for Temporary Restraining Order and Permanent Injunction, nor constitute an admission of any liability or wrongdoing, and this Order shall not act to toll any period of limitations nor toll any non-compete period as such periods relate to Dr. Green's employment with CETAC.
7. Plaintiffs shall pay one-half (1/2) the CETAC salary earned by Dr. Green from November 15, 2011, through February 29, 2012, as more fully set forth in a Settlement Agreement signed contemporaneously with this Stipulation.
8. It is understood that the Court shall be entitled to exercise jurisdiction over all officers, employees, agents, and representatives of both Plaintiffs and CETAC in the event of any alleged violation of this Order.
9. CETAC's counsel shall forthwith provide a copy of this Order to CETAC's officers, who shall forthwith provide a copy to all relevant employees, agents, distributors, representatives, joint venturers, partners, parents, affiliates, subsidiaries, and collaborators, including, but not limited to, Dr. Green.
10. Plaintiffs' Complaint is hereby **DISMISSED** without costs or legal fees to any party, but with the Court retaining jurisdiction for purposes of enforcing this Stipulated Order. This

Order shall terminate and expire at 11:59 p.m. on November 15, 2012, without further order of the Court or action of any party.

LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED this 8th day of December, 2011

BY THE COURT:

S/ JOSEPH F. BATAILLON
CHIEF UNITED STATES DISTRICT JUDGE

AGREED AS TO FORM AND CONTENT:

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